

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

SHERRY EMRITH, ROOD LEBRUN,	: Case No.:
SAMANTHA SUTTON, KYLE WALSH,	:
SARAH EDGAR, ALAN ACEVEDO,	:
JOYELLE DAVIS, WILLIAM CARRIER,	:
ROBERT HARR, NICOLE FIDELIO,	:
TODD COLEMAN, PATRICK KERSHNER,	:
AUSTIN BRANTLEY, ASHLEY IBARRA	:
BRIAN GONZALEZ, KARTHIK GOPAL,	:
ERIC BLOUGH, EVELYN ROMO,	:
TIFFANY SPANN, VERONICA CORRAL	:
PHAEDRA FEAREN, ALEX MONTEJANO:	:
JESSE MEDRANO, ANGEL IRIZARRY	:
ADAM ESQUILIN, KELVIN GRULLON,	:
KENYA HUNTER, ANGEL IRIZARRY,	:
GABRIEL KOENIG, WILDANIA	:
QUEZADA, CAROL RODRIGUEZ,	:
SURAB SAKIL, IRA SOLOMON,	:
JANAISHA ULLOA,	:
	:
Petitioners,	:
	:
v.	: PETITION TO CONFIRM
	: ARBITRATION AWARD AND FOR
iMOBILE USA, LLC and iMOBILE USA,	: ENTRY OF FINAL JUDGMENT
LLC,	:
	:
Respondents.	:

Petitioners, SHERRY EMRITH, ROOD LEBRUN, SAMANTHA SUTTON, KYLE WALSH, SARAH EDGAR, ALAN ACEVEDO, JOYELLE DAVIS, WILLIAM CARRIER, ROBERT HARR, NICOLE FIDELIO, TODD COLEMAN, PATRICK KERSHNER, AUSTIN BRANTLEY, ASHLEY IBARRA, BRIAN GONZALEZ, KARTHIK GOPAL, ERIC BLOUGH, EVELYN ROMO, TIFFANY SPANN, VERONICA CORRAL, PHAEDRA FEAREN, ALEX MONTEJANO, JESSE MEDRANO, ANGEL IRIZARRY, ADAM ESQUILIN, KELVIN GRULLON, KENYA HUNTER, ANGEL IRIZARRY, GABRIEL KOENIG, WILDANIA

QUEZADA, CAROL RODRIGUEZ, SURAB SAKIL, IRA SOLOMON, and JANAISHA ULLOA (collectively referred to hereafter as “Petitioners”), as and for their Petition to Confirm Arbitration Award, respectfully allege as follows:

Jurisdiction and Venue

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337.
2. Defendants are subject to personal jurisdiction in the Eastern District of New York.
3. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391 because Defendants’ principal places of business is located in this district (Plainview, Nassau County, New York), and a substantial part of the events or omissions giving rise to the claims occurred in this District.

Nature of Action

4. Petitioners each filed 33 separate individual arbitrations for unpaid overtime compensation under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, (“FLSA”) relating to their employment as Store Managers (“SM”) with Respondents, iMOBILE, LLC and iMOBILE USA, LLC.
5. Petitioners and Respondents resolved the 33 individual arbitrations, and entered into individual settlement agreements for each Petitioner. Copies of the Agreements are appended as “Attachment 1.” In total, the Settlement Agreements amounted to \$450,000.00, inclusive of \$150,000.00 in alleged damages to the Petitioners, and \$300,000.00 in attorneys’ fees and costs to Petitioners’ Counsel, Shavitz Law Group, P.A. The individual amounts reflected in the settlement agreements are:

Name	Damages	Fees/Costs
Eric Blough	\$ 10,000.00	\$ 20,000.00

Alan Acevedo	\$ 3,750.00	\$ 7,500.00
Karthik Gopal	\$ 5,500.00	\$ 10,000.00
Alex Montejano	\$ 3,750.00	\$ 7,500.00
Evelyn Romo	\$ 2,750.00	\$ 5,000.00
Austin Brantley	\$ 2,000.00	\$ 4,000.00
William Carrier	\$ 4,500.00	\$ 9,000.00
Todd Coleman	\$ 1,300.00	\$ 2,600.00
Veronica Corral	\$ 1,650.00	\$ 3,500.00
Joyelle Davis	\$ 7,000.00	\$ 14,500.00
Sarah Edgar	\$ 950.00	\$ 2,000.00
Sherry Emrith	\$ 7,000.00	\$ 14,500.00
Phaedra Fearen	\$ 1,400.00	\$ 2,800.00
Nicole Fidelio	\$ 3,150.00	\$ 6,300.00
Brian Gonzalez	\$ 8,500.00	\$ 17,000.00
Robert Harr	\$ 6,000.00	\$ 12,000.00
Patrick Kershner	\$ 3,000.00	\$ 6,000.00
Rood Lebrun	\$ 10,000.00	\$ 20,000.00
Jesse Medrano	\$ 10,000.00	\$ 20,000.00
Tiffany Spann	\$ 4,250.00	\$ 9,500.00
Samantha Sutton	\$ 2,200.00	\$ 4,500.00
Kyle Walsh	\$ 4,800.00	\$ 9,750.00
Ashley Ibarra	\$ 9,000.00	\$ 19,500.00
Angel Irizarry	\$ 9,000.00	\$ 19,500.00
Kenya Hunter	\$ 3,000.00	\$ 6,000.00
Kelvin Grullon	\$ 1,600.00	\$ 3,200.00
Gabriel Koenig	\$ 500.00	\$ 900.00
Natalia Soto	\$ 3,000.00	\$ 1,500.00
Wildania Quezada	\$ 2,300.00	\$ 4,850.00
Adam Esquilin	\$ 2,300.00	\$ 4,750.00
Carol Rodriguez	\$ 5,000.00	\$ 10,000.00
Surab Sakil	\$ 3,300.00	\$ 6,500.00
Ira Solomon	\$ 2,800.00	\$ 5,750.00
Janaisha Ulloa	\$ 4,750.00	\$ 9,600.00
Totals	\$150,000.00	\$ 300,000.00

6. For the purposes of settlement only, all 33 arbitrations were consolidated before Arbitrator Martin Scheinmann for settlement approval in accordance with the standards of the FLSA. On May 3, 2022, Arbitrator Scheinmann entered an Order approving the settlements, finding them all reasonable under the FLSA. A copy of the arbitration award is appended as “Attachment 2”.

7. Pursuant to the Settlement Agreements, the settlement payment must be paid within thirty (30) days after the Arbitrator issues an award approving this settlement, and all necessary tax forms were timely provided to Respondent's counsel. Settlement Agreements at ¶ 3. Therefore, the settlement payments were all due on June 2, 2022.

8. Claimants and their counsel timely provided all necessary tax forms to Respondents. Respondents issued settlement checks to Petitioners for alleged damages on May 25, 2022, and June 3, 2022. However, to date Respondents have not delivered payment of the \$300,000.00 in attorneys' fees and costs due to SLG under the Settlement Agreements. Petitioner's Counsel has inquired as to the status of the attorneys' fees and costs payment. However, Respondents have provided no substantive response as to when the payment will be made.

9. Respondent has failed to abide by the Award.

10. The Award has not been vacated or modified and no application for such relief is currently pending.

11. This petition is timely as it was filed within the one-year statute of limitations applicable to a petition to confirm an arbitrator's award.

WHEREFORE, Petitioners respectfully request that this Court:

- a. Confirm the Award in all respects;
- b. Award judgment in favor of Petitioners and against Respondent in the amount of \$450,000.00 pursuant to the Award, noting satisfaction of only \$150,000 thereof, plus statutory interest on the unsatisfied amount from the date of the Award through the date of judgment; and
- c. Award Petitioners such other and further relief as is just and proper.

Dated: New York, New York
June 23, 2022

Respectfully submitted,



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*to be admitted *pro hac vice*